

444
JAMES J. JOULWAN AND WIFE,
WINNIE P. JOULWAN

GRANTORS

TO:

RIGHT-OF-WAY DEED

KATHERINE (PALFREY) JACK AND HUSBAND,
ARTHUR H. JACK

GRANTEES

FOR AND IN CONSIDERATION of the sum of Ten and No/100 Dollars (\$10.00), cash in hand paid and other good and valuable considerations, the receipt of all of which is hereby acknowledged, WE, JAMES J. JOULWAN and wife, WINNIE P. JOULWAN, do hereby sell, convey, and warrant unto KATHERINE (PALFREY) JACK and her husband, ARTHUR H. JACK, their successors and assigns, a perpetual right-of-way with the right to construct, lay, repair, replace, maintain and/or remove any and all necessary appurtenances to any and all utilities specifically including, but not limited to the installation of water and gas utilities and sewerage lines under and across that certain lot or parcel of land lying and being situated in DeSoto County, Mississippi, described as follows, to-wit:

In Section 2, Township 2, Range 8, commencing at a point approximately one (1) foot South of the Northeast corner of that 1.33 acre tract now owned by Grantors herein, said tract being located in the NE $\frac{1}{4}$ of Section 2, Township 2, Range 8, said point being the point of beginning; thence South seven (7) feet to a point; thence due East 246.38 feet more or less to a point; thence North seven (7) feet to a point; thence due West 246.38 feet more or less to said point of beginning.

IT IS THE INTENT OF GRANTORS HEREIN TO CONVEY UNTO GRANTEES a perpetual seven (7) foot utility right-of-way and/or easement across the Northern line of Grantors' said 1.33 acre tract which lies West of Grantees' one-half ($\frac{1}{2}$) acre tract; said utility right-of-way and/or easement specifically, but not exclusive to water, gas, and sewage. As further consideration, Grantees hereby give unto Grantors an option or first right of refusal to acquire their certain one-half ($\frac{1}{2}$) acre tract, together with all improvements located thereon, located directly behind the East boundary line of Grantors' 1.33 acre parcel if in the event Grantees should desire to sell and convey same.

It is understood that said right-of-way and underground utilities shall be laid out only throughout and under the description and tract above described, or as now staked out; and the undersigned agree not to construct or maintain, or permit to be constructed or maintained, any house, structures, or obstructions on or over said right-of-way. Further, Grantees herein and their successors in title shall be responsible for restoring the subject property to its original state prior to the construction, laying, etc., of any of the utilities and thereafter shall be responsible for the maintenance and upkeep thereon.

WITNESS our signatures, this the 11th day of May, 1984.


James J. Joulwan


Winnie P. Joulwan

ACKNOWLEDGMENT

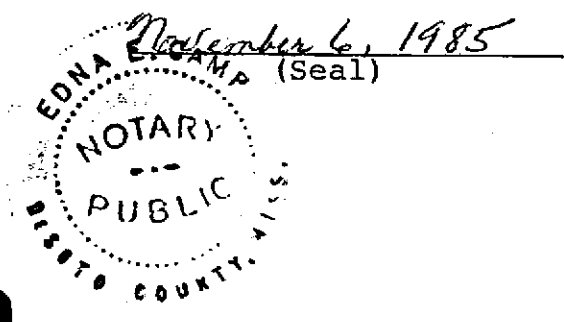
STATE OF MISSISSIPPI
COUNTY OF DESOTO

This day personally appeared before me, the undersigned authority in and for said County and State, the within named JAMES J. JOULWAN and WINNIE P. JOULWAN who acknowledged that they signed and delivered the above and foregoing instrument on the day and year therein mentioned as their free and voluntary act and deed and for the purposes therein expressed.

GIVEN under my hand and official seal of office, this the 11th day of May, 1984.

My Commission Expires:

Edna E. Camp
Notary Public



Filed @ 10:40 M, May 21, 198 4
Recorded in Book 171 Page 444
H. G. Ferguson, Clerk